

Email to schedule a discussion about the administrative data collection

FROM: [STUDY EMAIL]

TO: [SA CN DIRECTOR EMAIL]

EMAIL SUBJECT: USDA/FNS School Meals Operations (SMO) Study Survey

Dear [SA CN DIRECTOR]

Mathematica is conducting the School Meals Operations (SMO) Study for the USDA Food and Nutrition Service. Each spring, we request data based on your State's FNS-10, FNS-418, and FNS-44 submissions. We're getting ready to start!

Please email me dates and times you're available for a 30-minute meeting in the next week or so.

The purpose of the meeting is to discuss the upcoming administrative data request for fiscal year 2024.

Thank you in advance for your assistance with this important study!

[SMO State liaison]

Attachments: FY 2024 administrative data requests

The Food and Nutrition Service (FNS) is collecting this information to understand how State agencies operated CN Programs in FY 2024. This is a mandatory collection. FNS will use the information to inform its planning, policy, and guidance related to the Child Nutrition Programs. Because the personally identifiable information (PII) requested under this collection will not be used to retrieve survey records or data, requirements of the Privacy Act of 1974 do not apply. Responses will be kept private to the extent provided by law and FNS regulations. According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0584-0607. The time required to read this email and participate in the follow-up discussion is estimated to average 20 minutes (0.33 hours). Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to: U.S. Department of Agriculture, Food and Nutrition Service, Office of Policy Support, 1320 Braddock Place, 5th Floor, Alexandria, VA 22314, ATTN: PRA (0584-0607).

Phone script for discussion about the administrative data collection

SCRIPT FOR DIRECT CALL TO STATE AGENCY:

Hello, may I speak with [STATE AGENCY DIRECTOR]?

Hello. This is [NAME] calling from Mathematica. We recently sent you an email about the School Meals Operations (SMO) Study. We asked that you reply with possible dates and times for a telephone call to discuss the study and the related administrative data collection. At this time, we have not yet scheduled this telephone call.

Do you have time now to discuss the study?

- YES (GO TO INTRODUCTIONS)
- NO → When is a convenient time to have this discussion?

DATE: _____ TIME _____

Thank you. We will call you back then.

IF SA DIRECTOR DECLINES TO PARTICIPATE, DOCUMENT REASONS FOR REFUSAL:

I. Introductions (2 minutes)

Hello. This is [NAME] at Mathematica. I'm the [TITLE] for this study. My colleague [NAME] is also on the line. S/he is the Study's [TITLE]. Who do we have on the phone call from [STATE]?

STATE MAKES INTRODUCTIONS.

Thank you for your time today. The purpose of this call is to discuss the administrative data collection for the School Meals Operations Study, called SMO, which includes data you report to the Food and Nutrition Service, which I'll refer to as FNS, on the FNS-10, FNS-44, and FNS-418 forms. Thank you for your participation in the previous round(s) of SMO data collection. The goal today is to discuss the fifth data collection, which we are referring to as SMO V. I can also answer any questions you have.

Today, we will review the administrative data request for SMO V, which covers Federal fiscal year (FY) 2024 (October 2023 through September 2024).

II. Brief description of SMO Study (2 minutes)

The SMO Study collects administrative and web survey data from State agencies on the National School Lunch Program (NSLP), School Breakfast Program (SBP), Summer Food Service Program (SFSP), and

Child and Adult Care Food Program (CACFP), as well as web survey data from school food authorities (SFAs) on the programs they operate.

Thank you for participating in the fifth round of data collection for the study. SMO V includes a web survey in fall 2024, as well as collection of FY 2024 disaggregated administrative data from States in spring 2024.

Do you have any questions given what you just heard?

IF YES, DISCUSS QUESTIONS AND ANSWERS.

Now let's discuss the data collection.

III. Data collection (10 Minutes)

1. As in previous year(s), we are asking each State to provide disaggregated data based on the State's FNS-10, FNS-44, and FNS-418 submissions.

We will again provide a secure data transfer site to receive the data file(s). We can accept data in any standard format, so please provide the data in whatever format is easiest for you. For example, you may provide separate files for each month or a single Excel file with separate tabs for each month. We will store the data in a secure project directory where only those working with the data will have access.

- a. **IF STATE AGENCY ADMINISTERS NSLP, SBP, OR SSO (FNS-10 DATA):** We will be requesting school- or site-level data based on the FNS-10 Report of School Program Operations for Federal fiscal year 2024. This includes data on the NSLP, SBP, SSO, and Special Milk Program for the months of October 2023 through September 2024.

Please look at the FNS-10 administrative data request for FY 2024.

Table 1 shows all the data elements we are requesting for each school or site. These include (1) Part A data from 90-day reports of actual counts for each operating month in Federal fiscal year (FY) 2024, and (2) Part B data for October 2023.

In addition to the FNS-10 data, for each school or site we will ask you to provide the additional data elements listed in Table.1, "Other information to include with all data."

Will you be able to provide the data elements listed in Table 1 for each school or site?

IF YES, MOVE TO NEXT RELEVANT FNS FORM.

IF NO, SHARE THE FNS-10 SFA-LEVEL DATA REQUEST.

We are asking States that are unable to provide school- or site-level data to provide SFA-level data for FY 2024 (October 2023 through September 2024). These include (1) Part A data from 90-day reports of actual counts for each operating month in FY 2024, and (2) Part B data for October 2023.

Will you be able to provide the data elements listed in Table 1 for each SFA?

IF NO, DOCUMENT REASON.

Do you have any questions about the request for FNS-10 data?

DISCUSS QUESTIONS AND ANSWERS.

- b. **IF STATE AGENCY ADMINISTERS SFSP (FNS-418 data):** We will be requesting site-level data based on the FNS-418 Report of the Summer Food Service Program for Children (SFSP) for FY 2024, which includes the months of October 2023 through September 2024.

Please look at the FNS-418 administrative data request for FY 2023.

Table 1 shows all the data elements we are requesting for each site. Although some of these data are reported to FNS annually, we are requesting monthly data for each section of the FNS-418 form.

In addition to the FNS-418 data, for each site we will ask you to provide the additional data elements listed in Table 1, "Other information to include with all data."

Will you be able to provide the data elements listed in Table 1 for each site?

IF YES, MOVE TO NEXT RELEVANT FNS FORM.

IF NO, SHARE THE SPONSOR-LEVEL FNS-418 DATA REQUEST.

We are asking States that are unable to provide site-level data to provide sponsor-level data for FY 2024. Table 1 at the end of this document shows all the data elements we are requesting for each sponsor. Although some of these data are reported to FNS annually, we are requesting monthly data for each section of the FNS-418 form.

Will you be able to provide the data elements listed in Table 1 for each sponsor?

IF NO, DOCUMENT REASON.

Do you have any questions about the request for FNS-418 data?

DISCUSS QUESTIONS AND ANSWERS.

IF STATE AGENCY ADMINISTERS CACFP (FNS-44 data): We will be requesting outlet-level data based on the FNS-44 Report of the Child and Adult Care Food Program for FY 2024, which includes the months of October 2023 through September 2024. Please look at the FNS-44 administrative data request for FY 2024.

Table 1 shows all the data elements we are requesting for each outlet. Although some of these data are reported to FNS quarterly or annually, we are requesting monthly data for each section of the FNS-44 form (A through E).

In addition to the FNS-44 data, for each outlet we will ask you to provide the additional data elements listed in Table 1, "Other information to include with all data."

Will you be able to provide the data elements listed in Table 1 for each outlet?

IF YES, MOVE TO SCHEDULE FOR DATA DELIVERY.

IF NO, SHARE THE INSTITUTION-LEVEL FNS-44 DATA REQUEST.

We are asking States that are unable to provide outlet-level data to provide institution-level data for FY 2024. Table 1 at the end of this document shows all the data elements we are requesting for each institution. Although some of these data are reported to FNS quarterly or annually, we are requesting monthly data for each section of the FNS-44 form (A through E).

Will you be able to provide the data elements listed in Table 1 for each institution?

IF NO, DOCUMENT REASON.

Do you have any questions about the request for FNS-44 data?

DISCUSS QUESTIONS AND ANSWERS.

2. **SCHEDULE FOR DATA DELIVERY:** The administrative data collection is planned to take place from March to May 2025. We will contact you when it's time to begin data collection. In the meantime, you are welcome to contact us to answer any questions you may have.

DISCUSS QUESTIONS AND ANSWERS.

IV. MOU With Mathematica (5 Minutes)

IF AGENCY COMPLETED AN MOU WITH MATHEMATICA: As a default, the MOU will remain in full force for the duration of the study. Can you confirm that we are able to proceed with data collection, using the MOU as-is?

IF YES, MOVE TO OPEN DISCUSSION AND NEXT STEPS.

IF NO:

1. What modifications are needed to the MOU to move forward with the next round of data collection?

DOCUMENT MODIFICATIONS NEEDED.

2. After we modify the MOU, who in your agency should we send it to for completion?

DOCUMENT SA CONTACT.

IF AGENCY DID NOT COMPLETE AN MOU WITH MATHEMATICA: At your direction, we did not previously complete an MOU with your agency for the SMO data collection. Can you confirm that we are able to proceed with the next round of data collection without an MOU?

IF YES, MOVE TO OPEN DISCUSSION AND NEXT STEPS.

IF NO:

1. Who in your agency should we submit the MOU to for review and completion?

DOCUMENT STATE AGENCY CONTACT.

V. Open discussion and next steps (2 minutes)

What questions do you have about the SMO study?

DISCUSS QUESTIONS AND ANSWERS.

As previously mentioned, the administrative data collection is planned to take place from March to May 2025. We will contact you when it's time to begin data collection. In the meantime, you are welcome to contact us with any questions you may have.

Thank you!

Memorandum of Understanding

This memorandum of understanding (“MOU” or “Agreement”) is entered into and made effective as of [Date] (the “Effective Date”) by and between the [State Agency] (“[agency abbreviation]”) and Mathematica Inc. (“Mathematica”), the prime contractor to the United States Department of Agriculture, Food and Nutrition Service (“FNS”) to facilitate Mathematica’s performance of the *School Meals Operations Study* project under Contract Numbers 12319819A0009 and 12319819F0162, including any modifications or extensions thereof (“SMO Study”). Mathematica and [agency abbreviation] individually are referred to herein as “Party” and collectively, as “Parties.”

In consideration of the mutual promises and covenants contained in this Agreement, and other valuable and good consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to the following:

I. BACKGROUND AND LEGAL AUTHORITY

- a. The FNS administers school-based Child Nutrition Programs to ensure that children in low-income families do not go hungry and have access to safe, nutritious foods. To effectively manage these programs—including, but not limited to, the National School Lunch Program (“NSLP”) and the School Breakfast Program (“SBP”)—FNS needs to understand how the programs are operating and needs timely information to inform current and future policy

decisions. The SMO Study will provide FNS with a mechanism for collecting data from State Agencies (“SAs”) in a timely and efficient manner. To minimize burden, the SMO Study will include a combination of primary data collection and secondary analysis of existing administrative data to address FNS’s information needs.

- b. FNS has contracted with Mathematica to conduct the SMO Study and to collect administrative records data during the SMO Study period, beginning with data from Federal fiscal year 2020. FNS’s August 21, 2020 memorandum “SP 24-2020, CACFP 13-2020, SFSP 13-2020” informed State Directors of Child Nutrition Programs that FNS is repurposing the SMO Study to collect required information on Child Nutrition waiver activity under Section 2202(d) of the Families First Coronavirus Response Act (“FFCRA”, PL 116-127). According to the memorandum, data collection was scheduled to start in spring 2021, and SA participation will satisfy FFCRA reporting requirements.
- c. Section 305 of the Healthy, Hunger Free Kids Act of 2010 (HHFKA, Public Law 111-296), amended Section 28 of the Richard B. Russell National School Lunch Act (NSLA, 42 U.S.C. 1769i), to require that participants in programs authorized under the HHFKA and the Child Nutrition Act of 1966 (42 U.S.C. 1771 et seq) cooperate with contractors acting on behalf of the USDA Secretary in conducting evaluations and studies under those Acts.
- d. As a Federal contractor under contract to FNS, Mathematica is expressly permitted to receive all information obtained through the SMO Study data collection process. See 42 U.S.C. § 1758(b)(6) (A); 7 C.F.R. § 245.6(f)(3). This Agreement describes the roles and responsibilities of Mathematica and [agency abbreviation] throughout the period of performance.

II. TERM AND TERMINATION

- a. This Agreement is effective as of the date last signed below and shall terminate on the date of completion of the work of the SMO Study. For informational purposes only, it is currently anticipated that the SMO Study will be completed on or around July 2026.
- b. This Agreement is contingent upon approval of the Office of Management and Budget (“OMB”) for the SMO Study’s data collection. Approval is expected in October 2024. In the event that OMB does not grant approval, this Agreement will terminate automatically.
- c. Upon termination of this Agreement, Mathematica shall return or destroy the data described in Exhibit A provided by or on behalf of [agency abbreviation] (the “Study Data”) that Mathematica maintains in its possession, and will confirm in writing this return or destruction, except as provided in this section.
- d. In the event that Mathematica determines that returning or destroying all of the Study Data is infeasible, Mathematica shall provide to [agency abbreviation] notification of the conditions that make the return or destruction infeasible, and shall extend the protections of this Agreement to such Study Data, and limit further uses and disclosures of such Study Data to those purposes that make return or destruction infeasible, for so long as Mathematica maintains such Study Data.

III. DATA COLLECTION ACTIVITIES

- e. A detailed description of the data collection activities is contained in the Study Roles and Expectations document, attached hereto as Exhibit A and incorporated herein by reference.

IV. CONFIDENTIALITY

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- f. Mathematica shall maintain the confidentiality of the Study Data and shall use the Study Data only for purposes of the SMO Study, as specified in this Agreement or as may otherwise be required by law. In the event [agency abbreviation] directs Mathematica to interface with its vendor for the acquisition of Study Data, [agency abbreviation] hereby consents to Mathematica receiving such Study Data directly from its vendor.
 - g. Mathematica shall only disclose the Study Data to those of its employees, agents, consultants, or subcontractors who need access to the information in order to perform the SMO Study (the “Mathematica Study Team”).
 - h. Mathematica and the Mathematica Study Team shall protect the confidentiality of the Study Data in accordance with applicable provisions of Federal, State, and local laws, rules and regulations. Mathematica agrees to use appropriate administrative, technical, and physical safeguards to protect the Study Data from any unauthorized use or disclosure not provided for in this Agreement. These confidentiality and nondisclosure obligations shall not apply to information that is or becomes public through no breach of this Agreement, that is received from a third party, or that is required by law to be disclosed.
 - i. At the conclusion of the SMO Study, Mathematica will create a data archive that may be made available as a restricted-use or public-use data file (as required by its contract with FNS) The data files will include all primary and extant data gathered during the SMO Study. Pursuant to the terms of Mathematica’s contract with FNS, FNS will approve Mathematica’s de-identification methods.

V. ADDITIONAL PROVISIONS

- j. This Agreement may be modified or amended, provided that any such modification or amendment is in writing and is signed by the Parties. It is agreed, however, that any amendments to laws, rules, or regulations cited herein will result in the correlative modification of this Agreement, without the necessity for executing written amendment.
- k. Neither this Agreement nor any rights, duties, or obligations described herein shall be assigned by either Party without the prior express written consent of the other Party.
- l. All terms and conditions of this Agreement are embodied herein. No other terms and conditions will be considered a part of this Agreement unless expressly agreed upon in writing and signed by both Parties.
- m. The [agency abbreviation] shall not have any liability or responsibility for errors or omissions in or any decisions made by Mathematica in reliance upon any information provided by [agency abbreviation].
- n. Mathematica shall notify [agency abbreviation] promptly upon confirmation of any unauthorized use or disclosure of Study Data obtained under this Agreement and will cooperate with [agency abbreviation] in every reasonable way to regain control of such information, mitigate the consequences of its disclosure, and prevent its further unauthorized use.
- o. All notices required or permitted to be given hereunder shall be in writing and shall be deemed given when delivered by hand, sent by courier or other express mail service, postage prepaid, or transmitted by facsimile or e-mail addressed to a Party at the address identified in this Agreement.

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- p. If any provision of this Agreement is determined by any court of competent jurisdiction to be invalid or unenforceable, such provision shall be interpreted to the maximum extent to which it is valid and enforceable, all as determined by such court in such action, and the remaining provisions of Agreement will continue in full force and effect without being impaired or invalidated in any way.
- q. This Agreement constitutes the Parties' entire Agreement with respect to the subject matter hereof and supersedes any and all prior statements or agreements, both written and oral.

VI. KEY CONTACTS

- r. Mathematica contacts
1. For any technical questions related to the SMO Study or data collection process, contact the SMO Study director:

Kevin Conway
Mathematica Inc.
1100 1st Street NE, 12th Floor
Washington, DC 20002
Email: KConway@mathematica-mpr.com
 2. For any notices or legal notifications regarding this Agreement, submit notices to:

Susan Boudreau
Vice President and Deputy General Counsel
Mathematica Inc.
600 Alexander Park, Suite 100
Princeton, NJ 08540
Fax (609) 799-0005
Email: Contracts@Mathematica-mpr.com
- s. [agency abbreviation] key contacts
1. For technical matters related to the SMO Study, contact [name, address, email, telephone number, etc.].
 2. For any notices or legal notifications regarding this Agreement, submit notices to [name, address, email, telephone number, etc.].

This Agreement is accepted and agreed to by:

FOR MATHEMATICA INC.

FOR the [agency abbreviation]:

Signature

Signature

Print Name/Title

Print Name/Title

Date

Date

Exhibit A: Study Roles and Expectations

1. DATA COLLECTION ACTIVITIES:

This section describes the Study Data provided by [agency abbreviation] and the activities covered by this MOU that [agency abbreviation] will perform to support Study Data collection.

- t. **Provide administrative data.** [Agency abbreviation] will provide administrative data to Mathematica as more particularly described in requests for data annexed as Exhibit B (school-level FNS-10 data), Exhibit C (site-level FNS-418 data) and Exhibit D (outlet-level FNS-44 data), and incorporated herein by reference, for Federal fiscal year 2023, as well as other and future FNS administrative records data as required for the SMO Study. The Mathematica Study Team will work with [agency abbreviation] to ensure that Study Data requested in subsequent years are available and feasible for [agency abbreviation] to provide.
- u. **Complete a survey.** [Agency abbreviation] will complete a survey that will provide information needed to respond to the SMO Study research questions that cannot be answered using administrative data.
- v. **Support School Food Authority (“SFA”) survey participation, if requested.** Future years of the SMO Study may include a survey of a nationally representative sample of SFAs. If this survey is administered, [Agency abbreviation] will email letters to all SFAs in their State that have been selected to participate in the SFA survey. The letters will be provided by Mathematica and will encourage SFAs to take the survey.
- w. The Study Data does not require any individual level data.

2. STUDY RESULTS

For informational purposes only, the Mathematica Study Team will disseminate the SMO Study findings in some or all of the following ways:

- x. Producing a report presenting the results of the analysis. FNS will make the final report available on its website.
- y. Producing a brief summary of findings.
- z. Preparing a journal article presenting key findings from the analysis.
- aa. Preparing data visualization products such as infographics or fact sheets.
- bb. Conducting a briefing at FNS headquarters.

The analyses presented to external audiences will not contain personally identifiable information on SA or district staff, NSLP or SBP participants, or any person participating in data collection activities. Privacy protection provisions are explained in Article 4 of the MOU.